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Attorneys for Defendants City of Huntington  
Park, Huntington Park Police Department,  
Officer Mendoza, and Officer Farmer

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

THE ESTATE OF VICENTE )  
GONZALES; ESTELA GONZALEZ )  
MEDINA, as Special Administrator of )  
the Estate of Vicente Gonzales, )

Plaintiff, )

vs. )

CITY OF HUNTINGTON PARK; )  
HUNTINGTON PARK POLICE )  
DEPARTMENT; OFFICER )  
MENDOZA, individually and in his )  
official capacity as a police officer; )  
OFFICER FARMER, individually and )  
in his official capacity as a police )  
officer; DOES 1-10, individually and )  
in their official capacity as a police )  
officer, )

Defendants. )

U.S.D.C. Case Number:

2:17-cv-06024-JFW-SK

*Assigned to the Honorable District  
Court Judge John F. Walter*

**STIPULATION FOR  
PROTECTIVE ORDER  
REGARDING DISCLOSURE OF  
CONFIDENTIAL INFORMATION**

Action Filed: August 14, 2017

1 Plaintiffs Estate of Vicente Gonzales and Estela Gonzales Medina  
2 (“Plaintiffs”) and Defendants City of Huntington Park and Huntington Park Police  
3 Department (“Defendants”) hereby stipulate to the following terms and conditions,  
4 and for good cause shown, the Court hereby orders as follows:

5 GOOD CAUSE STATEMENT:

6 1. A. PURPOSES AND LIMITATIONS

7 Discovery in this action is likely to involve production of confidential,  
8 proprietary, or private information for which special protection from public  
9 disclosure and from use for any purpose other than prosecuting this litigation may  
10 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
11 enter the following Stipulated Protective Order. The parties acknowledge that this  
12 Order does not confer blanket protections on all disclosures or responses to  
13 discovery and that the protection it affords from public disclosure and use extends  
14 only to the limited information or items that are entitled to confidential treatment  
15 under the applicable legal principles. The parties further acknowledge, as set forth  
16 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
17 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
18 procedures that must be followed and the standards that will be applied when a party  
19 seeks permission from the court to file material under seal.

20 B. GOOD CAUSE STATEMENT

21 [**\*The “Good Cause Statement” should be edited to include or exclude specific**  
22 **information that applies to the particular case, i.e., what harm will result from**  
23 **the disclosure of the confidential information likely to be produced in this case?**  
24 **Below is an example**]:

25 This action is likely to involve trade secrets, customer and pricing lists and other  
26 valuable research, development, commercial, financial, technical and/or proprietary  
27 information for which special protection from public disclosure and from use for  
28 any purpose other than prosecution of this action is warranted. Such confidential

1 and proprietary materials and information consist of, among other things,  
2 confidential business or financial information, information regarding confidential  
3 business practices, or other confidential research, development, or commercial  
4 information (including information implicating privacy rights of third parties),  
5 information otherwise generally unavailable to the public, or which may be  
6 privileged or otherwise protected from disclosure under state or federal statutes,  
7 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
8 information, to facilitate the prompt resolution of disputes over confidentiality of  
9 discovery materials, to adequately protect information the parties are entitled to  
10 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
11 of such material in preparation for and in the conduct of trial, to address their  
12 handling at the end of the litigation, and serve the ends of justice, a protective order  
13 for such information is justified in this matter. It is the intent of the parties that  
14 information will not be designated as confidential for tactical reasons and that  
15 nothing be so designated without a good faith belief that it has been maintained in  
16 a confidential, non-public manner, and there is good cause why it should not be part  
17 of the public record of this case.

## 18 2. DEFINITIONS

19 2.1 Action: [this pending federal law suit]. [\*Option: consolidated or related  
20 actions.]

21 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
22 information or items under this Order.

23 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
24 generated, stored or maintained) or tangible things that qualify for protection under  
25 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
26 Statement.

27 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
28 support staff).

1 2.5 Designating Party: a Party or Non-Party that designates information or items  
2 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

3 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
4 medium or manner in which it is generated, stored, or maintained (including, among  
5 other things, testimony, transcripts, and tangible things), that are produced or  
6 generated in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent  
8 to the litigation who has been retained by a Party or its counsel to serve as an expert  
9 witness or as a consultant in this Action.

10 2.8 House Counsel: attorneys who are employees of a party to this Action. House  
11 Counsel does not include Outside Counsel of Record or any other outside counsel.

12 2.9 Non-Party: any natural person, partnership, corporation, association, or other  
13 legal entity not named as a Party to this action.

14 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this  
15 Action but are retained to represent or advise a party to this Action and have  
16 appeared in this Action on behalf of that party or are affiliated with a law firm which  
17 has appeared on behalf of that party, and includes support staff.

18 2.11 Party: any party to this Action, including all of its officers, directors,  
19 employees, consultants, retained experts, and Outside Counsel of Record (and their  
20 support staffs).

21 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
22 Material in this Action.

23 2.13 Professional Vendors: persons or entities that provide litigation support  
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
26 and their employees and subcontractors.

27 2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
28 “CONFIDENTIAL.”

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from  
2 a Producing Party.

### 3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only Protected  
5 Material (as defined above), but also (1) any information copied or extracted from  
6 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
7 Material; and (3) any testimony, conversations, or presentations by Parties or their  
8 Counsel that might reveal Protected Material. Any use of Protected Material at trial  
9 shall be governed by the orders of the trial judge. This Order does not govern the  
10 use of Protected Material at trial.

### 11 4. DURATION

12 [ONE POSSIBLE PARAGRAPH] Once a case proceeds to trial, all of the  
13 information that was designated as confidential or maintained pursuant to this  
14 protective order becomes public and will be presumptively available to all members  
15 of the public, including the press, unless compelling reasons supported by specific  
16 factual findings to proceed otherwise are made to the trial judge in advance of the  
17 trial. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th  
18 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced  
19 in discovery from “compelling reasons” standard when merits-related documents  
20 are part of court record). Accordingly, the terms of this protective order do not  
21 extend beyond the commencement of the trial.

22 [ALTERNATIVE POSSIBLE PARAGRAPH] Even after final disposition of this  
23 litigation, the confidentiality obligations imposed by this Order shall remain in  
24 effect until a Designating Party agrees otherwise in writing or a court order  
25 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal  
26 of all claims and defenses in this Action, with or without prejudice; and (2) final  
27 judgment herein after the completion and exhaustion of all appeals, rehearings,  
28 remands, trials, or reviews of this Action, including the time limits for filing any

1 motions or applications for extension of time pursuant to applicable law.

## 2 5. DESIGNATING PROTECTED MATERIAL

3 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
4 Party or Non-Party that designates information or items for protection under this  
5 Order must take care to limit any such designation to specific material that qualifies  
6 under the appropriate standards. The Designating Party must designate for  
7 protection only those parts of material, documents, items, or oral or written  
8 communications that qualify so that other portions of the material, documents,  
9 items, or communications for which protection is not warranted are not swept  
10 unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations  
12 that are shown to be clearly unjustified or that have been made for an improper  
13 purpose (e.g., to unnecessarily encumber the case development process or to impose  
14 unnecessary expenses and burdens on other parties) may expose the Designating  
15 Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it  
17 designated for protection do not qualify for protection, that Designating Party must  
18 promptly notify all other Parties that it is withdrawing the inapplicable designation.

19 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
20 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
21 ordered, Disclosure or Discovery Material that qualifies for protection under this  
22 Order must be clearly so designated before the material is disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic documents, but  
25 excluding transcripts of depositions or other pretrial or trial proceedings), that the  
26 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
27 "CONFIDENTIAL legend"), to each page that contains protected material. If only  
28 a portion or portions of the material on a page qualifies for protection, the Producing

1 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
8 documents it wants copied and produced, the Producing Party must determine  
9 which documents, or portions thereof, qualify for protection under this Order. Then,  
10 before producing the specified documents, the Producing Party must affix the  
11 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
12 portion or portions of the material on a page qualifies for protection, the Producing  
13 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
14 markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identify the  
16 Disclosure or Discovery Material on the record, before the close of the deposition  
17 all protected testimony.

18 (c) for information produced in some form other than documentary and for any other  
19 tangible items, that the Producing Party affix in a prominent place on the exterior  
20 of the container or containers in which the information is stored the legend  
21 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
22 protection, the Producing Party, to the extent practicable, shall identify the protected  
23 portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
25 designate qualified information or items does not, standing alone, waive the  
26 Designating Party’s right to secure protection under this Order for such material.  
27 Upon timely correction of a designation, the Receiving Party must make reasonable  
28 efforts to assure that the material is treated in accordance with the provisions of this

Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as



1 employees of said Outside Counsel of Record to whom it is reasonably necessary  
2 to disclose the information for this Action;

3 (b) the officers, directors, and employees (including House Counsel) of the  
4 Receiving Party to whom disclosure is reasonably necessary for this Action;

5 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
6 reasonably necessary for this Action and who have signed the “Acknowledgment  
7 and Agreement to Be Bound” (Exhibit A);

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

10 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to  
11 whom disclosure is reasonably necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (g) the author or recipient of a document containing the information or a custodian  
14 or other person who otherwise possessed or knew the information;

15 (h) during their depositions, witnesses ,and attorneys for witnesses, in the Action to  
16 whom disclosure is reasonably necessary provided: (1) the deposing party requests  
17 that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be  
18 permitted to keep any confidential information unless they sign the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
20 agreed by the Designating Party or ordered by the court. Pages of transcribed  
21 deposition testimony or exhibits to depositions that reveal Protected Material may  
22 be separately bound by the court reporter and may not be disclosed to anyone except  
23 as permitted under this Stipulated Protective Order; and

24 (i) any mediator or settlement officer, and their supporting personnel, mutually  
25 agreed upon by any of the parties engaged in settlement discussions.

26 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
27 **IN OTHER LITIGATION**

28 If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this Action as  
2 “CONFIDENTIAL,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification shall include  
4 a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order to issue  
6 in the other litigation that some or all of the material covered by the subpoena or  
7 order is subject to this Protective Order. Such notification shall include a copy of  
8 this Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
10 Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with  
12 the subpoena or court order shall not produce any information designated in this  
13 action as “CONFIDENTIAL” before a determination by the court from which the  
14 subpoena or order issued, unless the Party has obtained the Designating Party’s  
15 permission. The Designating Party shall bear the burden and expense of seeking  
16 protection in that court of its confidential material and nothing in these provisions  
17 should be construed as authorizing or encouraging a Receiving Party in this Action  
18 to disobey a lawful directive from another court.

19 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
20 PRODUCED IN THIS LITIGATION

21 (a) The terms of this Order are applicable to information produced by a Non-Party  
22 in this Action and designated as “CONFIDENTIAL.” Such information produced  
23 by Non-Parties in connection with this litigation is protected by the remedies and  
24 relief provided by this Order. Nothing in these provisions should be construed as  
25 prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to produce a  
27 Non-Party’s confidential information in its possession, and the Party is subject to  
28 an agreement with the Non-Party not to produce the Non-Party’s confidential

information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court.

Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

1 When a Producing Party gives notice to Receiving Parties that certain  
2 inadvertently produced material is subject to a claim of privilege or other protection,  
3 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
4 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
5 procedure may be established in an e-discovery order that provides for production  
6 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
7 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
8 communication or information covered by the attorney-client privilege or work  
9 product protection, the parties may incorporate their agreement in the stipulated  
10 protective order submitted to the court.

## 11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
13 to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
15 Order no Party waives any right it otherwise would have to object to disclosing or  
16 producing any information or item on any ground not addressed in this Stipulated  
17 Protective Order. Similarly, no Party waives any right to object on any ground to  
18 use in evidence of any of the material covered by this Protective Order.

19 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
20 Material must comply with Civil Local Rule 79-5. Protected Material may only be  
21 filed under seal pursuant to a court order authorizing the sealing of the specific  
22 Protected Material at issue. If a Party's request to file Protected Material under seal  
23 is denied by the court, then the Receiving Party may file the information in the  
24 public record unless otherwise instructed by the court.

## 25 13. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in paragraph 4, within 60 days  
27 of a written request by the Designating Party, each Receiving Party must return all  
28 Protected Material to the Producing Party or destroy such material. As used in this

1 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
2 summaries, and any other format reproducing or capturing any of the Protected  
3 Material. Whether the Protected Material is returned or destroyed, the Receiving  
4 Party must submit a written certification to the Producing Party (and, if not the same  
5 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
6 (by category, where appropriate) all the Protected Material that was returned or  
7 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
8 abstracts, compilations, summaries or any other format reproducing or capturing  
9 any of the Protected Material. Notwithstanding this provision, Counsel are entitled  
10 to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
11 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,  
12 expert reports, attorney work product, and consultant and expert work product, even  
13 if such materials contain Protected Material. Any such archival copies that contain  
14 or constitute Protected Material remain subject to this Protective Order as set forth  
15 in Section 4 (DURATION).

16 14. Any violation of this Order may be punished by any and all appropriate  
17 measures including, without limitation, contempt proceedings and/or monetary  
18 sanctions.

19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

20 DATED: May 17, 2018

ALVAREZ-GLASMAN & COLVIN  
ARNOLD ALVAREZ-GLASMAN  
CITY ATTORNEY

23 /s/ Sharon Medellín  
24 Sharon Medellín  
25 Attorneys for Defendants City of  
26 Huntington Park, Huntington Park Police  
27 Department, Officer Mendoza, and Officer  
28 Farmer

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Dated: May 17, 2018

THE HEMMING FIRM

/s/ Krista R. Hemming  
Krista R. Hemming, Esq.  
Attorneys for Plaintiffs The Estate Of  
Vicente Gonzales; Estela Gonzalez Medina

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: June 7, 2018

  
Honorable Steve Kim  
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on [date] in the case of \_\_\_\_\_ **[insert formal name of the case and the  
number and initials assigned to it by the court]**. I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in  
any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_